

(Academy Award-winning) artificially intelligent, autonomous cars. BR2049 does. It was the best and most specifically relevant film brand for Tesla to appropriate, or one of the best. Musk and the other Defendants specifically wanted BR2049's goodwill for the event, not that of any other science fiction movie, and when Alcon did not give it to them, they stole it.

70. The theft infringed Alcon's copyright in the Picture, and created actual confusion or a likelihood of it in the relevant marketplaces about BR2049 branding, including Alcon's current marketing efforts with potential auto brand partners on the *Blade Runner 2099* television series, among other marketplace confusion and brand damage. Alcon needs relief.

FIRST CLAIM FOR RELIEF

Direct Copyright Infringement in Violation of 17 U.S.C. § 501, et seq.

Against Defendants WBDI, Tesla and Musk

71. Plaintiff repeats, re-alleges and incorporates herein by reference each and every allegation set forth in all of the foregoing paragraphs, and in each paragraph of this Complaint hereafter, as if set forth herein in full.

72. To the extent any of the allegations or theories in this First Claim for Relief are inconsistent with other allegations or theories pled in this Complaint, they are pled in the alternative.

73. Plaintiff is the author and copyright owner of the motion picture "Blade Runner 2049," registered with the United States Copyright Office on October 6, 2017, registration number PA0002056792.

74. The images from BR2049 appearing in Exhibits A and B attached hereto, and similar images from the "K explores ruined Las Vegas" visual sequence of the film, are protectible elements of the motion picture, and are at the creative core or "heart of the work."

75. Defendant WBDI, Tesla and Musk are direct infringers, in that they directly reproduced, created unauthorized derivative works of, displayed,

distributed, and publicly performed protectible elements of BR2049 without Plaintiff's license, authorization, or permission. Specifically, Defendants WBDI, Tesla (perhaps specifically by Adametz or Lili) and Musk generated or caused the generation of the Presentation Slide 2 Image attached hereto as Exhibit C, in connection with the October 10, 2024 Tesla cybercab product reveal event co-conducted by WBDI, Tesla and Musk. Plaintiff is informed and believes and on that basis, and subject to the need for discovery, alleges that to generate the Presentation Slide 2 Image, Defendants WBDI, Tesla and Musk or the image generation tool that they used engaged in unauthorized copying and/or distribution and/or display of protectible elements of BR2049, specifically images of the type described in paragraph 74 above.

76. The Presentation Slide 2 Image is in any event an unauthorized derivative work of BR2049. Defendants WBDI, Tesla and Musk caused the infringing Presentation Slide 2 image to be distributed, displayed and publicly performed at the Tesla-WBDI event at the Burbank, California lot to an audience large enough to constitute a public performance at that location, and also across the United States and around the world, and by the thousands of retweets and repostings of the event video feed that Defendants WBDI, Tesla and Musk knew would inevitably happen.

77. The foregoing acts of Defendants WBDI, Tesla and Musk infringed upon the exclusive rights granted to Alcon under 17 U.S.C. § 106 to reproduce, create derivative works, display, distribute and publicly perform BR2049 and its protectible elements. Such actions and conduct constitute copyright infringement in violation of 17 U.S.C. § 501, *et seq.*

78. Plaintiff has complied with 17 U.S.C. §§ 101, *et seq.* and secured and registered the exclusive rights and privileges in and to the copyrights of the above-referenced work in accordance with 17 U.S.C. § 408.

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79. Plaintiff suffered damages as a result of Defendants' unauthorized use of BR2049 and its protectible elements.

80. Plaintiff is entitled to temporary, preliminary and/or permanent injunctive relief, pursuant to 17 U.S.C. § 502(a).

81. Pursuant to 17 U.S.C. § 503 and its subdivisions, Plaintiff is entitled to impoundment of all materials used to achieve the infringement, and records documenting Defendants' exploitation of their infringements, including without limitation all materials used by Defendants or any image generation tool employed by them to generate the Presentation Slide 2 Image.

82. Plaintiff is entitled to recover and seeks its actual damages and any additional profits of Defendants WBDI, Tesla and Musk attributable to the infringements, under 17 U.S.C. § 504(b).

83. Plaintiff also is entitled to elect to recover and seek statutory damages under 17 U.S.C. §§ 512 and 504(c), in an amount of not less than \$750 or more than \$30,000 per infringement of BR2049. Furthermore, Plaintiff is informed and believes and on that basis alleges that Defendants' acts of copyright infringement, as alleged above, were willful, intentional, and malicious. Such acts subject Defendants to liability for statutory damages under Section 504(c)(2) of the Copyright Act in the sum of up to \$150,000 per infringement.

84. Within the time permitted by law, Plaintiff will make its election between actual damages and profit disgorgement, or statutory damages.

85. Plaintiff also is entitled to a discretionary award of attorney fees under 17 U.S.C. § 505.

86. Plaintiff seeks or reserves the right to seek any or all of the above forms of relief, in addition to prejudgment interest to the extent legally available and Plaintiff's costs.

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SECOND CLAIM FOR RELIEF

Vicarious Copyright Infringement in Violation of 17 U.S.C. § 501, et seq.

Against Defendants WBDI, Tesla and Musk

87. Plaintiff repeats, re-alleges and incorporates herein by reference each and every allegation set forth in all of the foregoing paragraphs, and each paragraph of this Complaint hereafter, as if set forth herein in full.

88. To the extent any of the allegations or theories in this Second Claim for Relief are inconsistent with other allegations or theories pled in this Complaint, they are pled in the alternative.

89. If Defendants WBDI, Tesla and Musk are not each liable as direct infringers of BR2049, they are secondarily liable for the infringements directly committed by individual agents, contractors, or other infringers presently unknown (the “Direct Infringers”) under the vicarious infringement doctrine.

90. Defendants WBDI, Tesla and Musk had the right and ability to supervise the infringing activity that all the Direct Infringers committed. The facts and circumstances of the event make clear that at the very least Tesla and Musk could have refrained from including the Presentation Slide 2 Image in the presentation or told their agents, employees or contractors not to include it. Defendant WBDI was using its shared services licensing department to perform clearance work for the presentation at least related to film references. Plaintiff is thus informed and believes and on that basis, and subject to the need for discovery, alleges that WBDI had the right and ability to tell the Direct Infringers that their infringing conduct was not acceptable and could not be part of the presentation. To the extent that the Direct Infringers were individual agents, employees or contractors of WBDI, then WBDI plainly had the right and ability to supervise the Direct Infringers’ infringing conduct.

91. Defendants obtained some direct financial benefit from the infringement of Plaintiff’s rights in BR2049 by the Direct Infringers. The

1 infringements of BR2049 in question are the Direct Infringers' generation of the
2 Presentation Slide 2 Image and the way that it was used during the event and
3 afterward in livestream exploitation, distribution and ongoing display and public
4 performance. The Presentation Slide 2 Image was and is pivotal to Defendants
5 WBDI, Tesla and Musk effectively misappropriating BR2049's goodwill to advance
6 both (a) the consumer appeal of the joint Tesla-WBDI cybercab presentation itself
7 (which presentation was essentially an infomercial), and (b) consumer and investor
8 interest in Tesla and the cybercab.

9 92. Based on past actual brand affiliation contracts for automotive partners
10 on BR2049, Tesla likely would have had to make significant expenditures – at least
11 in the mid-six-figures (at least \$500,000) and possibly into the eight figures (\$10
12 million or more) to obtain a BR2049 brand affiliation with Tesla and the cybercab at
13 market value, if Alcon had even been willing to do it at all. The copyright
14 infringements here facilitated allowing Tesla to save this expenditure.

15 93. With respect to Musk, Plaintiff is informed and believes and on that
16 basis, and subject to the need for discovery, alleges that Musk believed that the
17 affiliation of BR2049 with the Tesla cybercab during the product reveal increased
18 the likelihood that the product reveal event would have a positive response with
19 actual and potential investors in Tesla, such that Tesla's stock price would increase,
20 which was a significant purpose of the Tesla-WBDI event. On the same basis and
21 for the same reasons, Plaintiff further alleges that Musk similarly believed that the
22 BR2049 reference and affiliation would increase consumer interest in Tesla
23 cybercabs, and that Tesla would sell more of them or experience more pre-orders for
24 them. Musk is not only the largest shareholder in Tesla, but his compensation as
25 CEO is directly tied to the Tesla stock price, as a substantial portion of Musk's
26 compensation is grants of equity in Tesla. Musk thus believed he would directly
27 benefit financially from the infringement.

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94. With respect to WBDI, Plaintiff is informed and believes and on that basis, and subject to the need for discovery, alleges that the event contract between WBDI and Tesla included a co-promotional or brand affiliation element, and that prior to October 10, 2024, Tesla and Musk believed and relied on (inaccurately) that WBDI could deliver a brand affiliation with BR2049. Plaintiff is informed and believes and on that basis, and subject to the need for discovery, alleges that when Tesla and Musk learned that was not true or not the same situation as they had believed, WBDI had a financial incentive to avoid any claims of breach of contract or adjustment of the contract price, and one way to do that was essentially to allow the fudging (questionable manipulation) of the situation by either suggesting, encouraging, or knowingly allowing Tesla and Musk's generation of and use of the infringing Presentation Slide 2 Image.

95. Accordingly, all Defendants had an incentive to permit infringement by the Direct Infringers.

96. The foregoing acts of Defendants WBDI, Tesla and Musk infringed upon the exclusive rights granted to Alcon under 17 U.S.C. § 106 to reproduce, create derivative works, display, distribute and publicly perform BR2049 and its protectible elements. Such actions and conduct constitute copyright infringement in violation of 17 U.S.C. § 501, *et seq.*

97. Plaintiff has complied with 17 U.S.C. §§ 101, *et seq.* and secured and registered the exclusive rights and privileges in and to the copyrights of the above-referenced work in accordance with 17 U.S.C. § 408.

98. Plaintiff suffered damages as a result of Defendants' unauthorized use of BR2049 and its protectible elements.

99. Plaintiff is entitled to temporary, preliminary and/or permanent injunctive relief, pursuant to 17 U.S.C. § 502(a).

100. Pursuant to 17 U.S.C. § 503 and its subdivisions, Plaintiff is entitled to impoundment of all materials used to achieve and records documenting Defendants'

1 exploitation of, their infringements, including without limitation all materials used
2 by Defendants or any image generation tool employed by them to generate the
3 Presentation Slide 2 Image.

4 101. Plaintiff is entitled to recover and seeks its actual damages and any
5 additional profits of Defendants WBDI, Tesla and Musk attributable to the
6 infringements, under 17 U.S.C. § 504(b).

7 102. Plaintiff also is entitled to elect to recover and seeks statutory damages
8 under 17 U.S.C. §§ 512 and 504(c), in an amount of not less than \$750 or more than
9 \$30,000 per infringement of BR2049. Furthermore, Plaintiff is informed and
10 believes and on that basis alleges that Defendants' acts of copyright infringement, as
11 alleged above, were willful, intentional, and malicious. Such acts subject
12 Defendants to liability for statutory damages under Section 504(c)(2) of the
13 Copyright Act in the sum of up to \$150,000 per infringement.

14 103. Within the time permitted by law, plaintiff will make its election
15 between actual damages and profit disgorgement, or statutory damages.

16 104. Plaintiff also is entitled to a discretionary award of attorney fees under
17 17 U.S.C. § 505.

18 105. Plaintiff seeks or reserves the right to seek any or all of the above forms
19 of relief, in addition to prejudgment interest to the extent legally available and
20 Plaintiff's costs.

21 **THIRD CLAIM FOR RELIEF**

22 ***Contributory Copyright Infringement in Violation of 17 U.S.C. § 501, et seq.***

23 ***Against Defendants WBDI, Tesla and Musk***

24 106. Plaintiff repeats, re-alleges and incorporates herein by reference each
25 and every allegation set forth in all of the foregoing paragraphs, and each
26 paragraph of this Complaint hereafter, as if set forth herein in full.

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1 107. To the extent any of the allegations or theories in this Third Claim for
2 Relief are inconsistent with other allegations or theories pled in this Complaint,
3 they are pled in the alternative.

4 108. If Defendants WBDI, Tesla and Musk are not individually liable as
5 direct infringers of BR2049, they are secondarily liable for the infringements
6 committed by the Direct Infringers under the contributory infringement doctrine.

7 109. Defendants WBDI, Tesla and Musk had, or should have had,
8 knowledge of the infringements of the Direct Infringers. Tesla and Musk plainly
9 intentionally included the Presentation Slide 2 Image in the October 10, 2024 Tesla
10 presentation, and they could plainly see that it was not an actual still image from
11 BR2049, but rather a stylized copy likely to found infringing. They also all knew
12 that Alcon had refused permission to use BR2049 or any of its elements in the
13 presentation or in connection with it. Defendant WBDI was using its shared
14 services licensing department to perform clearance work for the presentation at
15 least related to motion picture references. Plaintiff is informed and believes and on
16 that basis and subject to the need for discovery alleges that if WBDI or its
17 personnel were not Direct Infringers, WBDI's shared services licensing clearance
18 department was at least being shown image options, including viewing the
19 proposed Presentation Slide 2 Image in advance of the event, and thus knew about
20 the infringement.

21 110. Defendants WBDI, Tesla and Musk either materially contributed to or
22 induced the infringements. Tesla and Musk materially contributed to the direct
23 infringements by including the Presentation Slide 2 in Musk's presentation.
24 Plaintiff is informed and believes and on that basis and subject to the need for
25 discovery alleges that Musk was determined specifically to reference BR2049 and
26 an image from it in the presentation, and his determination induced the direct
27 infringements by the Direct Infringers of creating the infringing Presentation Slide
28 2 Image. Defendant WBDI materially contributed to the direct infringements at the

1 very least in that the event display, distribution and public performance aspects of
2 the infringement occurred at WBDI's Burbank, California studio lot, and with the
3 use and support of WBDI's facilities and technology. Plaintiff is informed and
4 believes and on that basis, and subject to the need for discovery, alleges that WBDI
5 induced the infringement by convincing or encouraging the Direct Infringers and
6 Tesla and Musk that Alcon's denial of any BR2049 permissions could be
7 circumvented by generation and use of an AI-generated copy of iconic BR2049
8 imagery, as Alcon alleges the Presentation Slide 2 Image to be.

9 111. The foregoing acts of Defendants WBDI, Tesla and Musk infringed
10 upon the exclusive rights granted to Alcon under 17 U.S.C. § 106 to reproduce,
11 create derivative works, display, distribute and publicly perform BR2049 and its
12 protectible elements. Such actions and conduct constitute copyright infringement in
13 violation of 17 U.S.C. § 501, *et seq.*

14 112. Plaintiff has complied with 17 U.S.C. §§ 101, *et seq.* and secured and
15 registered the exclusive rights and privileges in and to the copyrights of the above-
16 referenced work in accordance with 17 U.S.C. § 408.

17 113. Plaintiff suffered damages as a result of Defendants' unauthorized use
18 of BR2049 and its protectible elements.

19 114. Plaintiff is entitled to temporary, preliminary and/or permanent
20 injunctive relief, pursuant to 17 U.S.C. § 502(a).

21 115. Pursuant to 17 U.S.C. § 503 and its subdivisions, Plaintiff is entitled to
22 impoundment of all materials used to achieve and records documenting Defendants'
23 exploitation of, their infringements, including without limitation all materials used
24 by Defendants or any image generation tool employed by them to generate the
25 Presentation Slide 2 Image.

26 116. Plaintiff is entitled to recover and seeks its actual damages and any
27 additional profits of Defendants WBDI, Tesla and Musk attributable to the
28 infringements, under 17 U.S.C. § 504(b).

1 117. Plaintiff also is entitled to elect to recover and seeks statutory damages
2 under 17 U.S.C. §§ 512 and 504(c), in an amount of not less than \$750 or more than
3 \$30,000 per infringement of BR2049. Furthermore, Plaintiff is informed and
4 believes and on that basis alleges that Defendants' acts of copyright infringement, as
5 alleged above, were willful, intentional, and malicious. Such acts subject
6 Defendants to liability for statutory damages under Section 504(c)(2) of the
7 Copyright Act in the sum of up to \$150,000 per infringement.

8 118. Within the time permitted by law, Plaintiff will make its election
9 between actual damages and profit disgorgement, or statutory damages.

10 119. Plaintiff also is entitled to a discretionary award of attorney fees under
11 17 U.S.C. § 505.

12 120. Plaintiff seeks or reserves the right to seek any or all of the above
13 forms of relief, in addition to prejudgment interest to the event legally available
14 and Plaintiff's costs.

15 **FOURTH CLAIM FOR RELIEF**

16 ***False Endorsement in Violation of 15 U.S.C. § 1125(a)(1)(A)***

17 ***against All Defendants***

18 121. Plaintiff repeats, re-alleges and incorporates herein by reference each
19 and every allegation set forth in all of the foregoing paragraphs, and each
20 paragraph of this Complaint hereafter, as if set forth herein in full.

21 122. To the extent any of the allegations or theories in this Fourth Claim for
22 Relief are inconsistent with other allegations or theories pled in this Complaint,
23 they are pled in the alternative.

24 123. Alcon owns the "Blade Runner 2049" property and that includes
25 marks and elements that have goodwill and secondary meaning within the meaning
26 of the Lanham Act. Among other such elements, "Blade Runner 2049," and the
27 words "Blade Runner" in contexts that refer to or include the BR2049 motion
28 picture (such as, for example, the words "Blade Runner" not followed by the

1 number “2049,” but alongside iconic images from the BR2049 motion picture, or
2 other callouts to specific scenes or elements of BR2049, including images like
3 Exhibits A, B and C), and many specific elements of the BR2049 motion picture
4 (such as particularly iconic or memorable images from the Picture), have achieved
5 secondary meaning within the meaning of the Lanham Act and at the level of
6 famous marks.

7 124. Certain images and visual sequences from the Picture have secondary
8 meaning on their own, immediately evoking BR2049, and with their own
9 commercial marketing history and significance. The Exhibit A Image and the
10 Exhibit B Images are such images.

11 125. Defendants Tesla and Musk have engaged in false representations
12 which are likely to cause confusion, or to cause mistake, or to deceive as to the
13 affiliation, connection or association of Tesla and Musk with Alcon or as to the
14 sponsorship or approval of Tesla’s or Musk’s goods, services, or commercial
15 activities by Alcon.

16 126. Plaintiff alleges that Tesla and Musk engaged in the following specific
17 conduct that together constituted false statements that constituted false
18 representations of the type described in the foregoing paragraph 124: the conduct
19 and statements made by Tesla and Musk at the October 10, 2024 Tesla-WBDI
20 event as described in paragraphs 50-69 above.

21 127. Tesla’s and Musk’s unauthorized use of, and references, to Alcon’s
22 BR2049 marks and secondary meaning elements had and have the effect of falsely
23 representing that Tesla’s and Musk’s goods and services are licensed, sponsored,
24 endorsed, or otherwise authorized by Alcon.

25 128. Tesla’s and Musk’s conduct is likely to cause confusion or mistake
26 and to deceive consumers and/or Alcon’s relevant actual and potential business
27 partners as to the endorsement, sponsorship, affiliation, connection, or association
28 of Alcon with Tesla’s and Musk’s services and products. In this context, Alcon’s

1 relevant business partners include automotive brands with potential interest in
2 brand affiliations with BR2049, including without limitation with the BR2049-
3 based *Blade Runner 2099* television series currently in production by Alcon. They
4 also include business partners in the Hollywood talent pool market where Alcon is
5 active on an everyday basis, and which Hollywood talent pool market generally is
6 less likely to deal with Alcon, or parts of the market may be, if they believe or are
7 confused as to whether, Alcon has an affiliation with Tesla or Musk.

8 129. Tesla and Musk engaged in the above conduct intentionally and in bad
9 faith, conspiring to and then executing a fraudulent scheme falsely to create a
10 purported justification or excuse to feature Alcon's BR2049 prominently at the
11 outset of Tesla's and Musk's cybercab product reveal presentation, and without
12 paying Alcon any fee for doing so, for the purpose of using BR2049's goodwill to
13 increase the interest level and cache of the new Tesla product pitch and product.

14 130. All of the foregoing false endorsement uses of Alcon's BR2049 marks
15 and goodwill were commercial speech, and not subject to any defense predicated
16 on the nature of the use being a non-commercial use or non-commercial speech.
17 Specifically, some or all of Tesla's and Musk's speech was either (a) core
18 commercial speech in that it proposes a commercial transaction, or in the
19 alternative, (b) was nonetheless commercial for purposes of false endorsement law
20 and Plaintiff's claims herein, in that the communications were advertisements,
21 made reference to a specific product, and the speaker had an economic motivation
22 for the communication, all within the meaning of *Bolger v. Youngs Drugs Products*
23 *Corp.*, 463 U.S. 60 (1983) and its progeny.

24 131. As a direct and proximate result of Tesla's and Musk's wrongful
25 actions, Alcon has suffered damages in an amount to be proven at trial, but in
26 excess of the jurisdictional minimum.

27 132. Alcon further alleges that Tesla's and Musk's unauthorized use of
28 Alcon's BR2049 marks and secondary meaning elements will continue unless and

1 until Tesla and Musk are enjoined. Alcon has no adequate remedy at law to
2 prevent Tesla and Musk from continuing to wrongfully violate Alcon's rights, and
3 Alcon will suffer irreparable harm unless Defendants are enjoined from continuing
4 their wrongful conduct.

5 133. Plaintiff is informed and believes and on that basis alleges that if
6 afforded a reasonable opportunity for discovery, discovery will show that
7 Defendant WBDI conspired with Tesla and Musk to participate in the above
8 conduct, without Alcon's express written or oral consent, and over Alcon's express
9 refusals and objections, for purposes of trade or for other commercial or advertising
10 purposes, and took actions intended to further that conspiracy, such as, among
11 other things:

- 12 a. Attempting to justify use of Alcon's BR2049 brand by advancing a
13 sham "clip licensing" scheme;
- 14 b. Generating the infringing Presentation Slide 2 Image and/or
15 encouraging Tesla and Musk to use it; and
- 16 c. Intentionally and purposefully not engaging with Alcon at all about a
17 potential brand affiliation, and only engaging with Alcon in any way
18 about the BR2049 use on the day of the event.

19 134. Plaintiff is informed and believes and on that basis alleges that if
20 afforded a reasonable opportunity for discovery, discovery will show that
21 Defendant WBDI aided and abetted Tesla's and Musk's Lanham Act violations
22 described herein, including in that WBDI aided, encouraged and/or lent meaningful
23 support to Tesla and Musk before, during or after Tesla's and Musk's violations,
24 and with knowledge by WBDI that the acts by Tesla and Musk were improper.

25 135. Defendants all had actual knowledge of the wrongfulness of their
26 conduct and the high probability that such acts would cause injury and/or damage
27 to Plaintiff. Despite their knowledge, Defendants intentionally pursued their
28 course of conduct, resulting in injury or damage to Plaintiff.

Prayer for Relief

WHEREFORE, Plaintiff prays judgment be entered in its favor and against Defendants, and each of them, as follows:

1. On the First Claim for Relief for Copyright Infringement:

- a. For a preliminary and permanent injunction against Defendants and anyone working in concert with them from further copying, displaying, distributing, selling, or offering to sell BR2049 or protectible elements thereof in connection with Tesla or Musk, or making derivative works thereof for such purposes.
- b. As permitted under 17 U.S.C. § 503, for impoundment of all copies of the Presentation Slide 2 Image and underlying materials used in violation of Plaintiff's copyrights—including digital copies or any other means by which they could be used again by the Defendants without Plaintiff's authorization—as well as all related records and documents.
- c. For actual damages and all profits that Defendants derived from the unauthorized use of BR2049 or, where applicable and at Plaintiff's election, statutory damages.
- d. For an award of attorneys' fees.
- e. For an award of pre-judgment interest as allowed by law.
- f. For costs of suit.
- g. For such further relief as the Court deems just and proper.

2. On the Second Claim for Relief for Vicarious Copyright Infringement:

- a. For a preliminary and permanent injunction against Defendants and anyone working in concert with them from further copying, displaying, distributing, selling, or offering to sell BR2049 or protectible elements thereof in connection with Tesla or Musk, or making derivative works thereof for such purposes.

- b. As permitted under 17 U.S.C. § 503, for impoundment of all copies of the Presentation Slide 2 Image and underlying materials used in violation of Plaintiff's copyrights—including digital copies or any other means by which they could be used again by the Defendants without Plaintiff's authorization—as well as all related records and documents.
 - c. For actual damages and all profits that Defendants derived from the unauthorized use of BR2049 or, where applicable and at Plaintiff's election, statutory damages.
 - d. For an award of attorneys' fees.
 - e. For an award of pre-judgment interest as allowed by law.
 - f. For costs of suit.
 - g. For such further relief as the Court deems just and proper.
3. On the Third Claim for Relief for Contributory Copyright Infringement:
- a. For a preliminary and permanent injunction against Defendants and anyone working in concert with them from further copying, displaying, distributing, selling, or offering to sell BR2049 or protectible elements thereof in connection with Tesla or Musk, or making derivative works thereof for such purposes.
 - b. As permitted under 17 U.S.C. § 503, for impoundment of all copies of the Presentation Slide 2 Image and underlying materials used in violation of Plaintiff's copyrights—including digital copies or any other means by which they could be used again by the Defendants without Plaintiff's authorization—as well as all related records and documents.
 - c. For actual damages and all profits that Defendants derived from the unauthorized use of BR2049 or, where applicable and at Plaintiff's election, statutory damages.

- d. For an award of attorneys' fees.
 - e. For an award of pre-judgment interest as allowed by law.
 - f. For costs of suit.
 - g. For such further relief as the Court deems just and proper.
4. On the Fourth Claim for Relief (False Endorsement in Violation of 15 U.S.C. § 1125(a)(1)(A))
1. For injunctive relief, including without limitation for an order mandating that Defendants cease any further promotional or advertising use of BR2049; that Defendants place a corrective notice or disclaimer on the event live feed and all copies thereof putting viewers on notice that the portions of the event referencing BR2049 false and misleading and that BR2049 and Alcon have no relationship or affiliation with Tesla, Musk or the cybercab product; and an order mandating that Defendants cease to distribute any further copies of the event livestream that contains the BR2049 references and Presentation Slide 2.
 2. For compensatory damages;
 3. Defendants' profits;
 4. Attorney fees;
 5. Costs of suit;
 6. Prejudgment Interest; and
 7. Such other and further relief as the Court may deem just and proper.

DATED: October 21, 2024

ANDERSON YEH PC

Edward M. Anderson

Regina Yeh



Attorneys for Plaintiff

ALCON ENTERTAINMENT, LLC

DEMAND FOR JURY TRIAL

Pursuant to Fed. R. Civ. P. 38, on its claims against Defendants Tesla, Inc. (“Tesla”), Elon Musk (“Musk”), and Warner Bros. Discovery, Inc. (“WBDI”), Plaintiff Alcon Entertainment, LLC hereby demands a trial by jury of all matters triable to a jury.

DATED: October 21, 2024

ANDERSON YEH PC
Edward M. Anderson
Regina Yeh

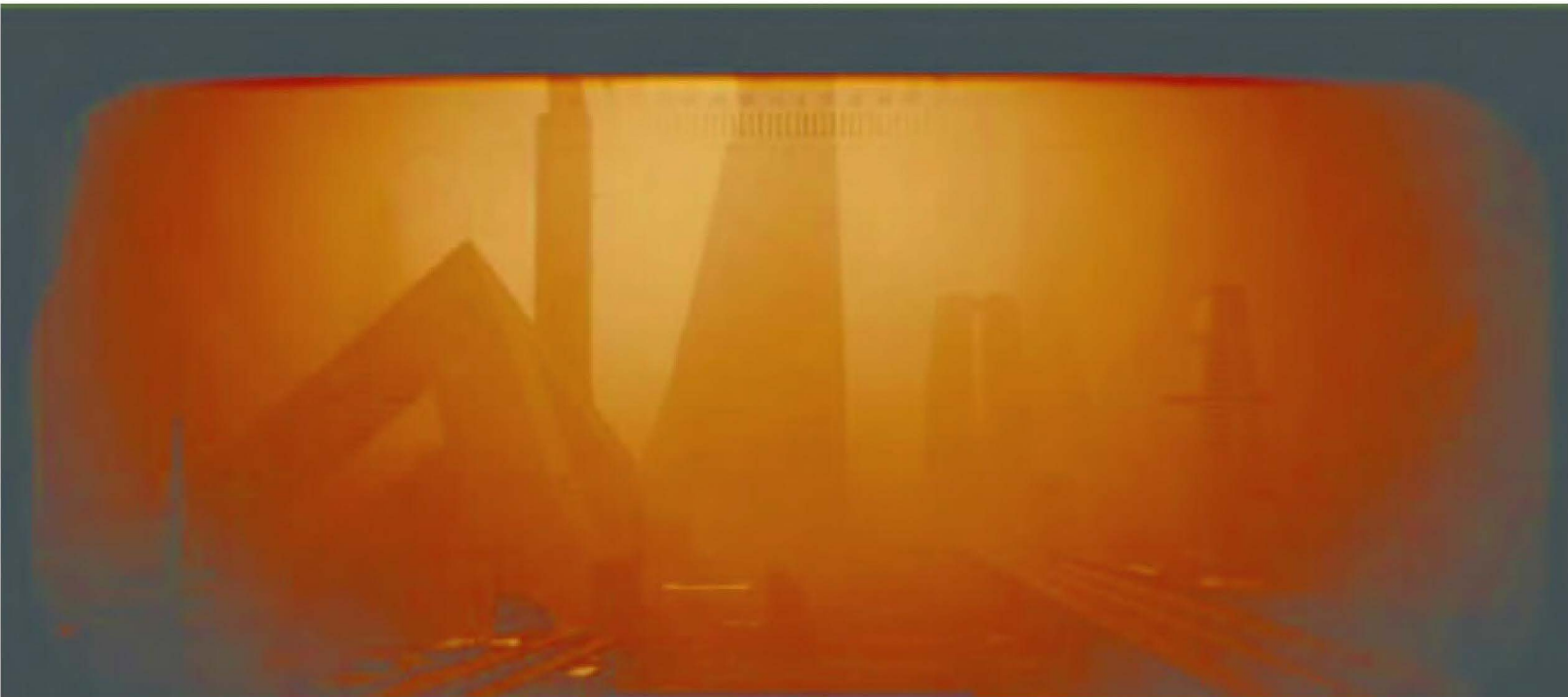
Attorneys for Plaintiff
ALCON ENTERTAINMENT, LLC

EXHIBIT A



EXHIBIT B









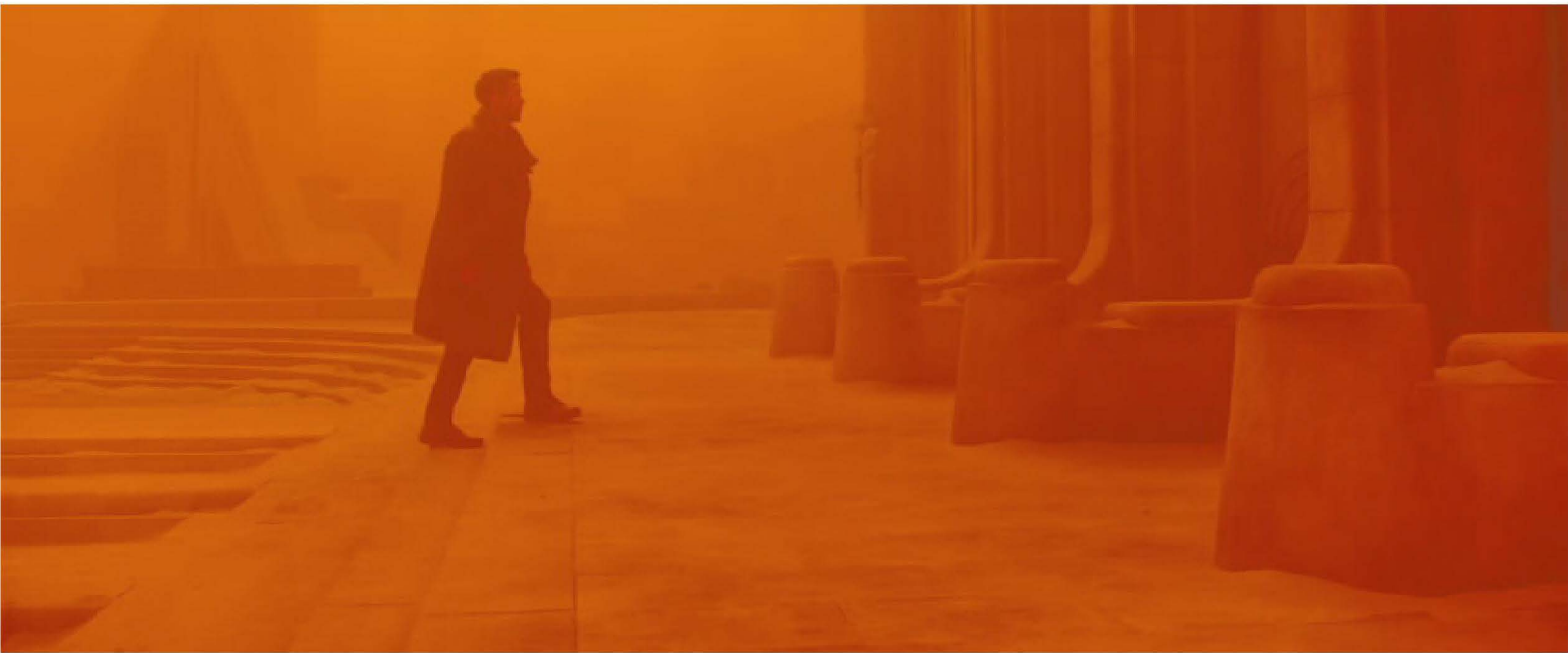




EXHIBIT C

NOT THIS

